

CONTRACT PERIOD THROUGH DECEMBER 31, 2002

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **REPAIR/MAINTENANCE OF U.P.S. SYSTEMS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 6, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CS/mas
Attach

Copy to: Clerk of the Board
Monica Mendoza, Materials Management
Various

(Please remove Serial 00117-M from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **REPAIR/MAINTENANCE OF U.P.S. SYSTEMS**

1.0 **INTENT:**

To provide, as covered by purchase order only, both full service and preventive maintenance to U.P.S. Systems used by various Maricopa County agencies.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 Full service maintenance is defined to include parts, labor and travel, periodic maintenance inspections, repairing and/or replacing defective or worn out parts, excepting those parts damaged by misuse, accident or negligence on the part of the operator. To include: ALL EQUIPMENT IS TO BE OPERATING 99.9% OF THE TIME.

ALL REPAIRS ARE TO BE COMPLETED AND THE EQUIPMENT OPERATING 95% OF THE TIME WITHIN 8 HOURS AFTER VENDOR NOTIFICATION.

2.1.1 **Remedial Maintenance:** Provide unscheduled remedial maintenance as required during the contracted period following customer notification. Contractor will provide and bear the cost of labor (during the Contracted Period) and parts under this Agreement for maintaining the specified equipment in good operating condition, when such labor and parts are required due to normal wear and tear. Maintenance will include replacement of part(s) necessary. All parts furnished shall be on an exchange basis and will be new O.E.M. standard parts, or parts of equal quality with the approval of Maricopa County. Contractor shall respond to remedial maintenance requests by telephone during the Contracted Period within thirty (30) minutes, and at the job site within 4 - hrs.

2.1.2 **Preventive Maintenance:** Provide scheduled preventive maintenance (PM) based on the specific needs of the equipment normally between the hours of 7:00 AM to 6:00 PM, Monday through Friday. The County will be notified of PM's due two weeks prior to the actual targeted PM date and the PM will be scheduled at a mutually agreed upon date. Depending on the location of the equipment this maintenance may have to be performed after normal work hours or on weekends.

2.1.3 **Documentation:** Contractor shall provide maintenance site logs with a complete service history, PM checklists, and general site information. These logs are to remain on site at all times. Schematics and specific documentation regarding the contracted equipment are to remain on site.

2.1.4 **Tools & Equipment:** Contractor shall provide all maintenance materials, tools, and all test equipment necessary for the service described herein.

2.1.5 **Preventive Maintenance List:**

- 2.1.5.1 Check all fans for free rotation and replace as necessary.
- 2.1.5.2 Replace all malfunctioning indicators, change and clean all filters.
- 2.1.5.3 Make all necessary electrical adjustments as specified in the Manufacturer's maintenance procedures.
- 2.1.5.4 Monitor all indicators during normal operation and during power-up and power-down cycle for proper operation.
- 2.1.5.5 Monitor all voltage, amperage and frequency readings and readjust as necessary.
- 2.1.5.6 Readjust and recalibrate all power supply settings in accordance with manufacturer's specified settings.
- 2.1.5.7 Simulate AC input line failure and verify all functions. (SEMI ANNUAL CHECK)

2.1.6 Preventive Maintenance List (Battery System)

- 2.1.6.1 Inspection of individual battery cell voltages and levels checked against manufacturer's specifications and results recorded in the site log.
- 2.1.6.2 All electrical cables and connections shall be cleaned and tightened as needed.

2.1.6.3 Annual battery maintenance to include removal of battery cables, cleaning terminals and connectors, and the re-tightening of all connectors to manufacturer's specifications. Battery maintenance to be scheduled at the County's convenience, after hours or weekends.

2.1.7 Response Time: Response time is to be within four (4) hours, 24 hours per day, 365 days per year.

THE CONTRACTOR SHALL PROVIDE THE COUNTY WITH A DESIGNATED POINT OF CONTACT AND MAKE ARRANGEMENTS TO ENABLE THEIR MAINTENANCE REPRESENTATIVES TO RECEIVE REQUESTS FOR MAINTENANCE SERVICE.

The contractor shall respond to all requests for maintenance on equipment covered by this contract per attached equipment specifications list. For critical situations the contractor agrees to have a qualified technician on-site per attached specifications.

RESPONSE TIME SHALL BE MEASURED FROM THE TIME THE COUNTY FIRST PLACED A CALL TO THE CONTRACTOR'S MAINTENANCE SERVICE AND ENDS WHEN THE MAINTENANCE REPRESENTATIVE ARRIVES ON SITE READY TO PERFORM REQUIRED SERVICE. Contractor agrees that the response time standard is reasonable and shall meet this standard.

At time of problem call, customer will clearly indicate to the vendor the kind of severity as follows:

- 2.1.7.1 **Emergency** - Mission Critical Systems inoperable and major impact on business. Response time shall be within 2 hrs from original call for service.
- 2.1.7.2 **Urgent** - Production system affected and business is reduced in its capability. Response time shall be within 3 hrs from original call for service.
- 2.1.7.3 **Serious** - Reduced capabilities. Response time shall be within 3 hrs from original call for service.
- 2.1.7.4 **Normal** - Some device down but impact on business is nominal. Response time shall be within 4 hrs from original call for service.
- 2.1.7.5 There shall be no difference in level, quality, responsiveness, or techniques used for service between full service maintenance or time and material.

Each failure to meet the required response time will be recorded by the using agency. FAILURE TO MEET THE RESPONSE TIME REQUIREMENT WILL RESULT IN THE INITIATION OF COUNTY'S DEFAULT POLICY.

2.1.8 **Emergency Maintenance Calls:** Vendor must have a 24 hour/day, 365 days a year telephone service for emergency maintenance calls.

2.1.9 **ESCALATION:**

THE ESCALATION TO THE NEXT HIGHER LEVEL OF ENGINEER IS AS FOLLOWS:

1. If the initial engineer is unable to have the unit operating within 4 hours, a senior engineer must be called and on site within 1 hour.
2. If the senior engineer is unable to repair the equipment and have it operating within 4 hours, the OEM or other appropriate expert must be called and be on site within 1 hour.
3. It is expected that all repairs will be completed within 8 hours 95% of the time.
4. The vendor will be responsible for all the costs associated with the above conditions.

2.2 **Preventative Maintenance:**

Preventative maintenance is defined to include inspections and adjustments four (4) times per year at equal three (3) month increments. To include:

- 2.2.1 Cleaning of equipment.
- 2.2.2 Adjusting equipment to meet original specifications.

2.3 **Battery Service**

Batteries are to be serviced on a bi-monthly basis as described in Attachment A.

2.4 **Supportive Specifications:**

- 2.4.1 In the event repairs require the unit be taken into the shop, a loaner machine will be provided.

2.4.2 QUALIFIED TECHNICIANS:

Bidders shall have on staff qualified technical personnel experienced in the maintenance of Equipment bid on. ALL TECHNICAL PUBLICATIONS AND DOCUMENTATION NECESSARY FOR COMPLETE MAINTENANCE IS THE RESPONSIBILITY OF THE VENDOR.

Resumes of the individuals who will be involved in maintaining County systems shall accompany bid. In addition, documentation substantiating vendor/technician training, certification and licensure to perform this type of work shall be submitted with bid.

All vendors are required to communicate, coordinate and participate with multiple vendors in addition to cooperating fully with County personnel and other vendors. This demand is for timely and quality solution to problems. The vendors shall work together to identify the problem, cause, solution, responsible parties and initiate corrective action through resolution.

- 2.4.3 **In the event a machine is not functioning, the contractor will respond to the service call within four (4) hours, 24 hours per day, 365 days per year.**

- 2.4.4 Non-routine shop repairs will be authorized based on estimates only. The contractor may suggest units for reconditioning, rebuilding or replacement, which will be addressed in the next fiscal year's budget.

- 2.4.5 Contractor must have access to OEM parts and supplies with a Phoenix inventory base capable of supporting continuous equipment operation. Contractor shall maintain the highest level parts kits on hand for all listed equipment. **In addition, the contractor shall have a local service office within a 25-30 mile radius of the County administration Building (3rd Avenue and Jefferson Street – Downtown Phoenix).**

Contractor shall maintain a local spare parts inventory of 95% for all departments to allow proper maintenance of equipment. The County reserves the right to inspect vendor parts inventory. Central distribution centers are acceptable to help meet this percentage standard if OVERNIGHT DELIVERY is provided and does not result in additional service call to contractor. If a special arrangement with other 3rd party suppliers is necessary to meet the parts standard it is the responsibility of the vendor. No department listed shall experience less than a 95% on hand stock rate on any parts specific to that departments operation.

On-site within 2 hours for system critical designated parts. Onsite within 24 hours for non-system critical designated parts.

If the vendor does not stock a part, the vendor must have written agreements with a third-party and O.E.M. per the arrangements outlined above available for inspection as well.

- 2.4.6 Contractor will be responsible for costs incurred by Maricopa County due to equipment not performing as designed. This cost is to include but will not be limited to the following:

- 2.4.6.1 Cost to recover data and repair equipment supported by U.P.S. systems.
- 2.4.6.2 Cost to repair U.P.S. systems.
- 2.4.6.3 Cost to repair any other County property or data damaged or lost by a lack of system to perform properly.
- 2.4.6.4 Any costs from downtime to include wages, caused by contractor during service call, or PM visit, or lack of equipment to work properly.

2.4.6.5 **EXCLUSIONS:**

Costs under 2.4.6 do not include:

Repair of damage caused by failure to provide a suitable installation environment including electrical power, air conditioning or humidity control. However, the contractor shall notify the County with adequate warning IN WRITING when and if the installation fails to meet these requirements (other than occurrence of failure of the installation equipment, facilities or power) and shall also provide guidance and installation requirements on any new machines furnished by the contractor.

Costs of damage caused by negligence, disaster, misuse, neglect, and alterations by the County and acts of God.

2.4.7 **RECORDS OF SERVICE:**

The contractor shall maintain a record of all service performed on each machine, including all field or engineering changes performed. THIS SERVICE RECORD SHALL BE AVAILABLE ON-SITE AT THE INSTALLATION AND BE FURNISHED FOR REVIEW IF REQUESTED BY THE COUNTY. The service record shall be an individual record, identifying the machines explicitly, with the complete history of dated service and engineering changes recorded therein. THE CONTRACTOR SHALL ALSO FURNISH THE COUNTY A RECORD OF EVERY CALL, SIGNED BY THE MAINTENANCE REPRESENTATIVE AND THE SENIOR COMPUTER ROOM EMPLOYEE OR ON SITE CONTACT PERSON AT THE COMPLETION OF THE CALL. This record shall at a minimum set forth:

- 2.4.7.1 Time County placed the service request.
- 2.4.7.2 Time contractor's maintenance representative arrived on site.
- 2.4.7.3 Explicit identification of machine(s) serviced and a record of the EXACT service action, including parts replaced, if any.
- 2.4.7.4 Problem initially reported by the County.
- 2.4.7.5 A record of time the County held the machine preventing maintenance by the maintenance representative.
- 2.4.7.6 Time of completion of the call and actual hours spent on service.
- 2.4.7.7 Start and complete date.

The contractor will also furnish a copy of the service call, with the above information, including signatures of both parties attached to the billable invoices. The signature of the County representative does not signify that the equipment is operating as required. The County will determine this by operation, and in doing so the quality of service.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 **CONTRACT LENGTH:**

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.4 INSURANCE REQUIREMENTS

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

3.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.4.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.5 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.6 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.7 REQUIREMENT OF CONTRACT BONDS:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the Contract to the Contractor.

3.7.1 PERFORMANCE BOND:

The successful Bidder will be required to furnish a Performance Bond in the amount of \$50,000 within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of Performance Bond. Contractors are requested to tender this bond on a document approved by the Arizona Department of Insurance. One Contractor failing to supply a Performance Bond as required will forfeit his right to the contract. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance Bonds are to be identified with Bid Serial Number, Title and return address.

3.8 TESTING

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Bidder holding the contract.

3.9 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes,

quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.10 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.11 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.12 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate work space for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.13 TECHNICAL AND DESCRIPTIVE LITERATURE:

Bidder(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

3.14 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.15 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

3.16 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

Corry Slama, Procurement Officer, (602) 506-3243

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 DELIVERY:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.23 PRICE REDUCTIONS:

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.26 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

TITAN POWER INC, 2611 S ROOSEVELT ST STE 101, TEMPE AZ 85282**PRICING: S07 67 07/B0604624**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NOACCEPT PROCUREMENT CARD: X YES NOREBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES X NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)INTERNET ORDERING CAPABILITY: X YES NO 0 % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

MANUFACTURER	LOCATION	MODEL	4 UPS PMI'S 6 BATTERY PMI'S U.P.S. SYSTEMS FULL SERVICE PRICE	4 PMI'S U.P.S. SYSTEMS PREVENTATIVE MAINTENANCE ONLY	6 PMI'S BATTERY MAINTENANCE BI-MONTHLY	12 PMI'S BATTERY MAINTENANCE MONTHLY
SILICON APC	Sheriffs Office	SL0901449	\$ 9,600.00	\$ 6,500.00	\$ 1,800.00	\$ 3,600.00
LIEBERT	2801 W. Durango	AP340	\$ 2,900.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00
BEST	2919 W. Durango	FC3KVA	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00
LORAIN CONSTACK	225 W Madison	WDA-502B	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00
EXIDE ELECTRONICS	301 W. Jefferson St.	150ES	\$ 4,900.00	\$ 3,200.00	\$ 1,600.00	\$ 3,200.00
LIEBERT	2901 W. Durango St.	AP355	\$ 2,900.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00
SCI	Computer Room/M.C. Library Dist. Office	POWERBASE 4000	\$ 2,000.00	\$ 1,600.00	\$ 1,200.00	\$ 2,400.00
LIEBERT	102 W. Madison	AP340	\$ 2,900.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00
LIEBERT	2801 W. Durango St.	96- 0242201-0150	\$ 4,900.00	\$ 3,200.00	\$ 1,600.00	\$ 3,200.00

TITAN POWER INC, 2611 S ROOSEVELT ST STE 101, TEMPE AZ 85282

MANUFACTURER	LOCATION	MODEL	4 UPS PMI'S 6 BATTERY PMI'S U.P.S. SYSTEMS FULL SERVICE PRICE	4 PMI'S U.P.S. SYSTEMS PREVENTATIVE MAINTENANCE ONLY	6 PMI'S BATTERY MAINTENANCE BI-MONTHLY	12 PMI'S BATTERY MAINTENANCE MONTHLY
DELTEC	3333 W. Durango	8186-1	\$ 2,900.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00
EXIDE ELECTRONICS	301 W. Jefferson St	150 E.S	\$ 4,900.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00
LIEBERT	2901 W. Durango St.	UDA 63015CO4RT	\$ 2,000.00	\$ 1,600.00	\$ 1,200.00	\$ 2,400.00
EXIDE	111 S. 3rd Ave.	ES 80	\$ 3,500.00	\$ 2,800.00	\$ 1,600.00	\$ 3,200.00
ELGAR 3kVA	Madison St Jail	UPS302-1B-04	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00

RADIO TOWER SITES

Provide full service 7x24 maintenance complete with two (2) PMI inspections and battery maintenance.

All parts and labor are covered except battery replacement as or when necessary. Final 4x4 leg of route to remote sites to be provided by MC Wireless Systems.

Wireless Systems

3345 Gibson

Best UPS Model FE 125 208/10

\$ 1,400.00 PER YEAR

Wireless Systems

3324 W. Gibson Lane

Best FB 12.5 kVA

\$ 1,600.00 PER YEAR

Wireless Systems

White Tanks

Best UPS Model FE 7 240/120 10

\$ 1,600.00 PER YEAR

Wireless Systems

Yarnell Mountain

Best UPS Model FE 7 240/120 10

\$ 1,600.00 PER YEAR

Wireless Systems

Oatman Mountain

Best UPS Model FE 7 240/120 10

\$ 1,600.00 PER YEAR

TITAN POWER INC, 2611 S ROOSEVELT ST STE 101, TEMPE AZ 85282

Wireless Systems

Thompson Peak-Fountain Hills

Best UPS Model FE 12.5

\$ 1,600.00 PER YEAR

LABOR FOR U.P.S. SYSTEMS OUTSIDE THE SCOPE OF WORK FOR THIS CONTRACT:

\$ 95.00 /HOUR

PARTS NOT COVERED UNDER THIS CONTRACT:

COST PLUS 15%

Terms: NET 30

Vendor Number: 860654622

Federal Tax ID Number: 86-0654622

Company Web Site: www.titanpower.com

Telephone Number: (480) 968-3191

Fax Number: (480) 968-3111

Company Contact (REP): Berne Pomorski

E-mail Address (REP): bpomorski@titanpower.com

Contract Period: To cover the period ending December 31, 2002.